

5. Fish's claim that the "seasonal" aspect of travel affected Sanuk's cash-flow and payments to Smiling Albino is false. Sanuk was required Sanuk to pay Smiling Albino within two weeks of receipt of an invoice. Exh. D to Fraser Aff.

6. Furthermore, during the "high season" between November and April, when clients are traveling more frequently to Southeast Asia, Sanuk would have been the most cash-positive because Sanuk was paid in full by its clients before its clients left the United States, yet Sanuk still would not pay Smiling Albino per the agreement.

7. Smiling Albino would not have continued to do business with Sanuk and Fish if not for Fish's repeated false statements, continuing as late as March 13, 2017, that Sanuk and Fish not only could pay the outstanding invoices to Smiling Albino, but that it would do so through July 30, 2017.

8. In Fish's email to me on January 26, 2017, with the payment plan Fish proposed, Fish stated that "I know that it is a plan that we can make work with certainty," despite his personal knowledge that Sanuk was completely illiquid, could not pay its own employees, and nearly defunct. *Id.*

9. In Fish's email to me on March 13, 2017, Fish was still promising to make a "substantial interim payment to Smiling Albino." *Id.*

10. In doing so, Fish used his admitted complete domination and control of Sanuk to commit a wrong and harm Smiling Albino.

11. My email to Fish on November 17, 2016, merely confirms that I wanted Smiling Albino to be paid for the hundreds of thousands of dollars in outstanding invoices that Sanuk and Fish failed to pay.

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12. As stated in the affidavits of Leslie Overton and Sasha Lehman, Sanuk stopped paying its employees in March 2017.

13. Fish alone ran Sanuk into the ground. His employees had every reason to quit when they learned not only were they not being paid for their work at Sanuk, but travel agencies including Smiling Albino were also not being paid and Sanuk's clients were arriving at their travel destinations without the reservations they paid for.

14. Fish's argument that Sanuk would have survived but for the employees quitting is nonsense. Employees refusing to work for free has no connection to paying old invoices with funds that Sanuk already received.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on March 9, 2018.


DANIEL FRASER